

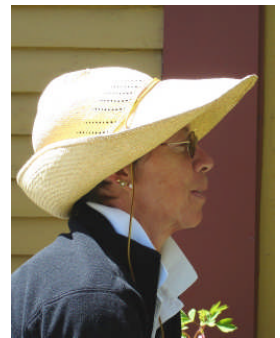
Town of Amherst, Massachusetts



Request for Proposals
for
Consulting Services
for



PLANNING AMHERST



TOGETHER

A MASTER PLAN FOR THE TOWN OF AMHERST, MASSACHUSETTS

Requested by: Town of Amherst, Massachusetts

Administering Agency: Comprehensive Planning Committee
Amherst Planning Department

Town Hall
4 Boltwood Avenue
Amherst, MA 01002
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**Responses to the RFP must be received at the Planning Department
no later than February 10, 2006 @ 1:00PM**

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ATTACHMENTS:

- A. Town of Amherst Standard Sample Contract
- B. Tax Compliance Certification
- C. Certificate of Non-collusion
- D. Certificate of Authority
- E. Price Proposal Form

Town of Amherst, Massachusetts

Request for Proposals

PLANNING AMHERST TOGETHER

A Master Plan for the Town of Amherst, Massachusetts

I. INTRODUCTION

The Comprehensive Planning Committee [CPC] of the Town of Amherst, MA requests proposals from qualified consultants or consulting teams to work with the Committee, Planning Department, other Town staff, and the broader community to produce a Master Plan for the community under the provisions of MGL, Ch. 41, Sec. 81D. The CPC and staff have worked with a preceding consultant [LandUse, Incorporated] to carry out a "Planning the Plan" phase which designed and initiated an inclusive and open public participation process to engage the full community of Amherst, including difficult-to-reach segments of the community. [See the memo "Whom Did We Reach, and What Did We Learn?"]

http://www.amherstma.gov/departments/Comprehensive_Planning_Committee/who_we've_reached.pdf

The Master Plan consultant shall assist in continuing to make sure that the public participation process and its results are highly visible and communicated to the public and to interested agencies and officials of town government. The "Planning the Plan" phase also inventoried and reviewed Amherst's existing large body of planning-related documents to assess the base of data and level of policy consensus from which the Master Plan should work. [See below for the full annotated historical outline, which inventories and consolidates data and guidance received from preceding planning documents.]

http://www.amherstma.gov/departments/Comprehensive_Planning_Committee/annotated_outline.pdf

Working with the CPC, other volunteers, and Town staff, the consultant shall be required to:

1. Build on the outreach and public participation initiatives begun in the preceding 'Planning to Plan' phase.
2. Design, administer, analyze, and summarize the results of a scientifically valid and defensible survey of Amherst's residents to obtain their guidance on and mandates for master plan goals and objectives.
3. Identify conflicts between competing public interests in the existing planning efforts undertaken by specialized Town Committees in the development of Master Plan elements. Assist the CPC to develop mechanisms or procedures for resolving or addressing these conflicts.
4. Produce a Master Plan in compliance with MGL Chapter 41, Section 81D including and incorporating such additional elements as may be identified during the planning process. The resulting Master Plan must include participatory mechanisms and a feedback system that facilitates regular review and updating of the plan.

The Town is interested in working with an interdisciplinary team of consultants with demonstrated capabilities and successful experience with town planning, project management, social sciences, economic analysis and planning, public outreach and communication and successful interaction with local government and the public at large. The consultant should define master plan project tasks, identify personnel assigned to specific work, describe the proposed budget and present a timeline outlining the proposed order and sequence of the work to be accomplished. The Town encourages proposals that use available local resources and information technologies to ensure full community participation and feedback.

**Proposals are due at 1:00 PM – Friday, February 10, 2006 in the
Planning Department of Amherst Town Hall
4 Boltwood Avenue Amherst MA 01002**

II. BACKGROUND

A. About Amherst

Amherst is a vibrant college community of about 35,000 residents located in western Massachusetts, 90 miles west of Boston and 23 miles north of Springfield. The Town's 27.7 square miles are in the agriculturally rich Pioneer Valley along the Connecticut River. The rural landscape, agricultural heritage, lively cultural life, and high quality of public schools account for the attraction of Amherst as a residential community. The Town is home to a well-educated and diverse population that includes many different minority and immigrant groups, as well as a wide range of socio-economic groups. Amherst is also the home of three major educational institutions: Amherst College, Hampshire College and the University of Massachusetts. Long having projected the image of a genteel, affluent academic community, Amherst was recently designated a CDBG Mini-Entitlement community, reflecting the large percentage of poor and working-class citizens who live below the poverty line. Amherst is also a resettlement community for immigrants, an off campus housing provider for many students, and home for low and moderate income families living in multi-family dwellings and subsidized housing. Please see our Data Book for more information about the Town and its population:

<http://www.amherstma.gov/departments/Planning/webdatabook.pdf>.

The Town has long been regarded as a leader in innovative land use regulation and preservation of open space. The Town has an extensive and complex Zoning Bylaw that contains 19 zoning districts, including overlays for Planned Unit Residential Development, Farmland Preservation, Aquifer Recharge and Watershed Protection as well as innovative ways to use land like the Open Space Community Development method. Also included in the Zoning Bylaw is a Phased Growth section that uses an incentive-based point system to help guide development, ensure orderly growth, and maintain a high quality of municipal services. Despite its rich history of community-based studies and strategic plans, and many planning successes, Amherst has not had an adopted Master Plan since 1969.

B. History of the Comprehensive Planning Effort

In summer 1996, at the recommendation of the Amherst Planning Board, the Amherst Select Board appointed a Comprehensive Planning Committee to explore a comprehensive plan for Amherst. The 1997 Annual Town Meeting appropriated \$15,000 to undertake a Visioning process as the first step toward a Comprehensive Plan. In June of 1998 the Amherst Visions report was presented to the Committee. Despite extensive and well-publicized public outreach, the Amherst Visions process and its final products were criticized for not being adequately inclusive and not being disseminated widely enough to the community. A subsequent request for funding a Comprehensive Planning process fell short of the two-thirds majority needed by Town Meeting for approval.

The Committee then decided to pursue funding for a build-out analysis that would be useful unto itself, but could also provide essential information in the effort to develop a comprehensive plan. The proposal to conduct a build-out and future growth analysis was approved and funded by the Spring 2001 Town Meeting. In October 2002, the final report of the Build-out Analysis was presented to the Committee by consultants Applied Geographics, and Phil Herr & Associates. This study provided the Town with valuable base line information and support for doing a Master Plan sooner rather than later. A copy of this study is available on the Town's website:

http://www.amherstma.gov/departments/Planning/B_final.pdf .

Recent difficult budgetary times led the Comprehensive Planning Committee to postpone seeking the major funding necessary to do a full Master Plan. Instead, the Committee continued to hold public informational updates or workshops and advance the arguments for comprehensive planning. In the summer of 2003, the Committee contracted with the UMass Department of Landscape Architecture and Regional Planning to undertake a study to define village center boundaries and to develop open space preservation strategies. This process involved several public informational updates or workshops and the final report was delivered in the spring of 2004. A copy of this report is available on the Town's website. See:

http://www.amherstma.gov/departments/Planning/spec_projects.asp#Comprehensive_Planning_Study

The August 2004 decision by the Massachusetts Supreme Judicial Court (Zuckerman v. Town of Hadley) to strike down "growth restraint" (phased growth) regulations in the neighboring Town of Hadley called for a quick response by Amherst to protect its own Phased Growth Bylaw. The Fall 2004 Town Meeting approved an amendment to the Phased Growth Bylaw providing a sunset clause tied to the completion and implementation of a Master Plan within five years. The same Town Meeting appropriated funding to begin the process of pre-planning to undertake a Master Plan. Known as "Planning Amherst Together: Planning the Plan", this preliminary phase generated the outreach efforts and consolidated outline of planning documents referenced above, and also this Request for Proposals.

C. Previous Planning Documents

The "Planning the Plan" phase examined and generated a consolidated outline of previous studies and plans, so that the Master Plan would not have to redo any previous work. This library of previous work includes:

Comprehensive Plan by Charles Downe [1969]
Final Report of the Select Committee on Goals [SCOG] [1973]
Local Growth Policy Statement, Growth Management Problems & Priorities [1976]
Overall Economic Development Program [OEDP] Plan [1979]
Growth Management Analysis: A Focus on Residential Growth in Amherst [1984]
Amherst Growth Management Report [1986]
Amherst Farmland Preservation Plan [1987]
Town Center Background Report [October 1991 update of 1985 original]
Downtown Action Plan [1992]
Site Inventory for Research/Office/Industrial Parks [July 1993]
Central Business District Access Plan [1994]
Town of Amherst Design Review Board Handbook [1994 revision of 1983 original]
Town Center Parking Report [1996]
A Greenway Network for Amherst: A Model for America [Sept. 5 – Oct. 16, 1997]
Amherst Visions: An Interim Report [1998]
Overall Economic Development Plan: Five-Year Update [1999]
West Cemetery Preservation Plan [1999]
Town Center Streetscape Design Guidelines Manual [2001]
Atkins Corner Sustainable Development Master Plan – Action Steps for a Better Amherst
 [November 2000 – February 2002]
Build-Out Analysis and Future Growth Study [2002]
Affordable Housing Plan [2003] [Update of the 1992 *Fair Housing Plan*]
Amherst Open Space & Recreation Plan [Draft: August 19, 2003, supercedes the 1995 draft OS&RP],
 augmented by GIS maps produced during E. O. 418 Community Development Plan Project
Corridor Study: University Drive, State Route 9 to Amity Street ["University Drive Corridor Study"]
 [December 2003]
Amherst Comprehensive Planning Study: Defining Village Boundaries & Open Space Preservation Strategies [2004]
Sewer Extension Master Plan [2004]
Amherst Preservation Plan [2004]

(Members of the CPC are available to brief the consultant(s) on the content of these reports.)

“What” Amherst wants to be was initially articulated by the 1969 *Comprehensive Plan* as refined by the Select Committee on Goals in 1973. From that point on, the planning documents appear to be wrestling with the question of ***“How?”*** Prevailing trends have included:

- a. Consistent efforts to avoid loss of farmland and natural resources to uncontrolled development.
- b. Consistent stress on the importance of the historic Town Center continuing to serve as the vibrant heart of the community—“commercial, civic, cultural, social and residential.”
- c. At least conceptual acceptance of village centers as a New England-appropriate alternative to suburban sprawl. The recent *Atkins Corner Sustainable Development Plan* and *Defining Village Boundaries* reports indicate that outlying Village Centers are beginning to get the kind of attention that has been fruitful in the Town Center.
- d. A repeatedly expressed desire to diversify the local economic base beyond passive dependence on the University and Colleges, to include continued agriculture and expanded business enterprises.
- e. Continued commitment to affordable housing as a social equity goal and as a way to protect and sustain the community's unique social character and diversity.
- f. Continued efforts to deal with circulating and parking automobiles. Alternative modes of getting around [public transportation, cycling, and walking] are a subset of these efforts.

The ***Processes*** that generated this impressive body of work feature a combination of:

- a. Inventory, assessment, and recommendations by a Committee or Commission as charged by the Select Board, or prompted by their own statutory responsibilities. Some incorporated community-wide feedback through meetings and/or surveys. Some focused on meeting with established boards/commissions/committees and consolidating a plan from those representative perspectives.
- b. Background reference reports produced by the Planning Department in support of the above. Examples include:
 - the fact book of Census and other data
 - compilations of highlights from previous reports
 - Site Inventory of lands available for industrial or business park development.
- c. Consultant-produced plans with some degree of oversight by a board, commission, or department. These report varying amounts and ranges of community-wide input.
- d. Landscape Architecture and Regional Planning student studio projects that inventoried and examined a focal area, outlined potential goals and action strategies, and made recommendations. Time constraints tended to limit the extent of public input in these projects.

Only some of the major plans and their recommended goals and actions were ever formally adopted as Town-wide policy, although many have subsequently served to inform or guide policy.

Before responding to this RFP, consultants should review outlines of these materials found at http://www.amherstma.gov/departments/Comprehensive_Planning_Committee/annotated_outline.pdf. The Town seeks assistance in augmenting, not regenerating, existing data and analyses as needed to provide a basis for agreement on key priorities and actions. The Town also wishes to refine, confirm, and endorse common themes of agreement that emerge through the body of previous efforts. Finally, the Town wishes to increase the level of documented agreement on difficult issues and choices that confront Amherst.

III. AVAILABLE RESOURCES

The Town of Amherst has many valuable resources that can be brought to bear on this endeavor to generate a Master Plan. These resources include leading edge information technologies, competent and professional staff, a well educated and involved population, and a government structure that is set up for and thrives on public participation. All of these resources will be at the disposal of the consultant to create a vibrant and innovative Master Planning process.

The Town has been developing a state-of-the-art enterprise GIS system since the 1990's. The system is based on an extensive set of base information developed from 1"=40' mapping from aerial photography with accuracy of +/- a foot and 2 foot contours. The most recent digital orthophotos are from April 2004 with a pixel resolution of 0.25' for the entire town. All of this data is available to Town staff from a centralized geodatabase utilizing ArcSDE and served up over a high speed network with fiber optic connections to our outlying buildings. Easy to use interfaces have been developed in order to disseminate this information throughout many departments. A public kiosk is also available in the Town Hall and the Jones Library to provide access to this information for the public.

Our GIS administrator is also currently working to develop our ArcIMS applications in order to make the GIS available via the internet by mid 2006. One of the capabilities that we are developing is the ability to provide on-line mark up tools in order to take advantage of more public input through the Master Plan process. The Planning and IT Departments are also currently working to develop our visualization capabilities by rendering our major village centers in 3D. It is expected that any consulting team that proposes on this project will have the capacity to take advantage of these rich information technology resources.

The high quality of the Town's information technology resources are a reflection of a well educated and tech-savvy population. Nearly 42% of the adult population has a graduate or professional degree while another 27% have at least a Bachelor's degree. The Town is a hotbed for the Hidden Tech industry with many residents choosing to live here because of its rural nature combined with rich cultural resources. The place provides the ability to work remotely while still having quick access to airports and the major cities of the northeast. Towns people also have a culture of participation in the Town's activities. Amherst has a 254-member Representative Town Meeting form of government with an active structure of 59 Boards and Committees. The Comprehensive Planning Committee, who will be a major resource for the consultant, contains representatives from 11 of the major Boards and Committees along with liaisons from the University and Colleges.

Other potential resources include the educational institutions located within the Town. In addition to having liaisons on the Comprehensive Planning Committee, the Town is seeking to expand its Town/Gown relations to further engage the educational institutions in the Master Planning process. A prime example of past cooperation is the partnership that was developed between the Town and these institutions to develop the Town-wide GIS base mapping project. The Town's own school system, known for its quality, represents another potential resource not only for involvement of students and faculty, but also the physical plants can be utilized for meeting spaces and exhibits. Amherst also has an accessible and heavily-used system of public libraries – a central library (Jones Library) and two satellites (North Amherst Library and Munson Memorial Building). Ongoing access to Master Plan progress, products and opportunities for interaction should be maintained through the libraries. Consultants should be aware of these resources and include in their proposals the ways they expect to utilize some or all of them.

Responses to this RFP must confirm awareness that mapped materials generated during the Master Plan process will be compatible with, and integrated into, the Town's growing base of GIS technology. All data will be in ESRI coverage, shapefile or geodatabase format, using Massachusetts Mainland Zone (4151) Stateplane feet coordinates, NAD 83 AND NAVD 88.

IV. SCOPE OF SERVICES

Respondents to this RFP are instructed to say clearly how they will:

1. Build on the outreach and public participation initiatives begun in the preceding 'Planning to Plan' phase.
2. Design, administer, analyze, and summarize the results of a scientifically valid and defensible survey of Amherst's residents to obtain their guidance on and mandates for master plan goals and objectives.
3. Identify conflicts between competing public interests in the existing planning efforts undertaken by specialized Town Committees in the development of Master Plan elements. Assist the CPC to develop mechanisms or procedures for resolving or addressing these conflicts.
4. Produce a Master Plan in compliance with MGL Chapter 41, Section 81D including and incorporating such additional elements as may be identified during the planning process. The resulting Master Plan must include participatory mechanisms and a feedback system that facilitates regular review and updating of the plan.

In the course of executing this scope of services, the consultant(s) will report to the Comprehensive Planning Committee on a regular basis in order to coordinate the process and make use of available human resources (see IV. A. 3. below).

A. Outreach & Public Participation Process

Amherst has an unusually strong emphasis on, and long experiences with, extensive input from the full community. This Master Plan process will require a correspondingly heavy emphasis on public participation throughout. Respondents to this RFP shall describe the nature, sequence, and resources to be focused on the Master Plan's public participation aspects to achieve Amherst's desired level of participation and documented community agreement.

The Consultant will work with the Comprehensive Planning Committee and Planning Department staff to develop and carry out a public process that achieves broadly based, informed, and thoughtful consideration of the crucial issues confronting Amherst. [These issues are outlined in subsection IV.B, below.] The Town views this process as essential to the creation of a Master Plan document that: 1) records the future desired by a majority of the community residents participating, 2) spells out priorities and actions backed by local agreement, and 3) identifies public decision-making and mediation procedures through which future disagreements over priorities and actions can be resolved in a timely and responsible fashion.

The Town of Amherst has a website [<http://www.amherstma.gov>], and substantial segments of its population are highly computer-literate. Interactive online participation should therefore be factored in as one aspect - but not the centerpiece - of the Master Plan public participation process. Significant and important segments of Amherst's population should not be assumed to have access to or facility with computers, so other public outreach methods should predominate.

The "Planning the Plan" phase identified stakeholders and groups that need to be represented in the process. Over spring and summer 2005, the Committee and consultant began outreach efforts to groups the Committee felt had not been involved enough in the previous *Amherst Visions* or other community planning efforts. [See memo "Whom Did We Reach, and What Did We Learn?"]

http://www.amherstma.gov/departments/Comprehensive_Planning_Committee/who_we've_reached.pdf

1. Survey of the Community

The Master Plan process will include a scientifically valid and defensible community-wide survey, coordinated by a qualified professional. This community survey must focus on conflicts between values and outcomes – then establish preferences and priorities relative to potential scenarios and initiatives for each Master Plan element. The survey results must serve to integrate all of the elements as described in this Request for Proposals. The “Planning the Plan” phase developed, circulated, and analyzed preliminary questions to the participants of the June 16, 2005, community forum and also through two preliminary questionnaires: a community-wide one and a second questionnaire distributed to employees of the town. A preliminary discussion of potential questions and suggested methods for the Master Plan Survey is presented in the memo “Master Plan Community Survey: Findings and Recommendations of the ‘Planning the Plan’ Phase of *Planning Amherst Together*”

http://www.amherstma.gov/departments/Comprehensive_Planning_Committee/questionnaire_summary.pdf

Tasks and deliverables:

- a. Design with highly public community input, pretest, revise, administer, tabulate, and analyze a mailed stratified random sample survey to establish and clarify the community's intentions as described above. The CPC will work closely with the consultant to identify the key policy directives to be sought through the Community Survey. Questions will offer multiple-choice answers.

After discussions with the CPC, the consultant will recommend: wording of survey questions, design and layout of the survey instrument, text of cover letter, and prompting strategies for achieving a statistically reliable return. Under direction of the consultant, the Town will generate address labels through a random sampling process. The Town will also mail out the survey and subsequent mailed prompts.

Consultant will provide an interpretive results summary to be presented to the public.

- b. Coordinate and work with representatives of the University of Massachusetts, Amherst College, and Hampshire College to gain participation of the campus communities in the Master Plan's Community Survey. (Each of these three institutions of higher education has a major presence in Amherst's community life. Amherst is very interested in taking these institutions into account when surveying the community.)

These institutions may support a joint effort with the Town. Each institution now has a Director of Institutional Research. The CPC will be responsible for contacts with the colleges and University regarding the potential for combined or coordinated surveys of the campus communities. Consultant will advise the CPC on follow-up, and whether and how survey instruments generated and circulated by the institutions might be coordinated with the community's surveys, as specified in “a”, above.

- c. Coordinate and work with liaisons to non-English language communities in Amherst to devise a realistic and credible way of including these often-excluded citizens into this mainstream Community Survey or through a corollary instrument administered in person through outreach by the language liaisons. (The CPC will recruit the language community liaisons, convene working sessions with them, and monitor their progress, providing assistance as needed.) The consultant will organize and facilitate a working session with the liaisons to review the community-wide mailed Survey instrument and consider whether and how questions need to be adjusted to gain feedback and guidance from persons from different language and cultural backgrounds.

2. Other Community Outreach and Participation

- a. Present Survey results and interpretation to the public at a community-wide session that includes Town officials and Town Meeting members. The CPC will organize and promote this public presentation under the direction of the consultant. Public comment and feedback will be addressed by the consultant and recorded by the CPC.
- b. Based on the structure and process of the general meeting, the CPC will conduct further outreach to groups of special concern as necessary.
- c. Prepare for, and assist the CPC as requested at, a Public Hearing of the Planning Board before a formal vote to adopt the Master Plan.
- d. Prepare and assist the CPC in reporting on the Master Planning process at each annual Town Meeting.

3. The Role of the Comprehensive Planning Committee

The Comprehensive Planning Committee is a volunteer committee appointed by the Select Board and supported by Amherst's planning staff. It contains representatives from 11 of the major Town Boards and Committees. The human resources of the committee will be available to the consultant for coordination of meetings, presentations and relations with the public. The CPC will also coordinate involvement by specialized Committees or volunteer efforts of the public at large, referred to under each of the plan elements as Task Forces (*Note: These Task Forces are envisioned to be selected members from appropriate committees and other community stakeholders with expertise or interest in the particular plan elements. These Task Forces may be put together for just a meeting or two, or may be together for the duration of the Master Planning process). The consultant will maintain a productive working relationship with the CPC and the Committee's support staff in order to achieve a successful community planning process and clear, compelling documents.

The consultant(s) will be required to update the CPC at their monthly meetings or in writing with the following agenda:

- a. Progress report
- b. Description of next steps
- c. Requests for participation of CPC or other Committee members
- d. Updated work schedule

B. Master Planning That Builds & Documents Agreement

The indexed "table of contents" of Amherst's Master Plan may well differ from the typical structure. For the purpose of consolidating and reviewing Amherst's large body of preceding plans and studies, the "Planning the Plan" phase produced an annotated outline structured according to a standard sequence of elements that provides a starting point. See

http://www.amherstma.gov/departments/Comprehensive_Planning_Committee/annotated_outline.pdf

Consequently, the following specification of tasks is also structured according to that sequence, and the priority planning tasks that have been determined through the CPC's outreach to townspeople during the "Planning the Plan" phase.

Introduction

Objective:

This section will summarize the interactive process that led to and confirm the ways in which the Master Plan is a true reflection of the future that the community wants, and how townspeople want to achieve that future.

Base Materials:

Interpretive summary produced from analysis of the Survey results
CPC historical documentation of preceding planning efforts
Planning the Plan public participation process

Tasks:

- a. The CPC will take responsibility for producing a summary of the process that generated the Master Plan, clearly stating the relationship between the elements of the Master Plan and those aspects of the process that produced mandates for those elements. The consultant will integrate this summary into the Master Plan document.
- b. The CPC will take responsibility for producing detailed documentation of the community-wide information and agreement-building process. The consultant will integrate this documentation into the Master Plan document.

Deliverables:

- An Introduction to the Master Plan that makes a clear, thoughtful and credible connection between public input and the resulting Plan.

1. Overarching Vision, Goals, and Priorities

Objective:

This section shall state clearly and illustrate through graphics and other means: the community's shared picture of Amherst's desired future; the physical and social goals it believes will achieve that future; and the priorities among competing public interests within those goals.

Base Materials:

Interpretive summary produced from analysis of the Survey results
CPC historical documentation of preceding planning efforts, in particular:
Final Report of the Select Committee on Goals (1973)
Amherst Visions: An Interim Report (1998)
Build-Out Analysis and Future Growth Study (2002)
Planning the Plan public participation process

Tasks:

- a. Participate in Task Force meetings, organized by CPC, with specialized boards, committees, and stakeholders, to discuss historical trends, existing conditions, future opportunities and constraints. These meetings should address the following desired outcomes.
- b. Assist the Committee in achieving and documenting a thoughtful, informed community-wide level of agreement that states clearly the fundamental characteristics Amherst's citizens agree they want for the future of Amherst.

- c. Assist the Committee and the community in performing a thorough assessment of how well Amherst's growth management strategies and regulations have worked, or not worked, and why. In light of the community's previously stated visions and goals, produce a memorandum to the CPC that assesses Amherst's current growth management strategies and regulations, highlighting which appear to have worked, and which need improvement. Discuss the implications of this memo with the CPC, and revise the text and its findings accordingly.
- d. Assist the community and Town officials in identifying and reaching workable agreements on the specific actions and methods needed to accomplish the goals and objectives on which Amherst agrees.
- e. Generate a concise statement of Amherst's shared vision, goals, and priorities.
- f. Based on community input and CPC directions, Town staff will generate and revise a *Land Use Concept Map* that represents the community's mandate for areas of future development, future conservation, and future compromise. The consultant will communicate with staff during this process.
- g. Through an illustrative case study exercise, assist the community in developing and implementing a Master Planning development process which:
 - i. identifies and prioritizes the numerous (sometimes competing, sometimes complementary) public interests embodied in the required and additional individual components of the Master Plan;
 - ii. seeks actively to integrate, coordinate, and prioritize the public interests and accompanying actions and implementation under all Plan components. [Coordination among Master Plan components is as important as planning for the success of any specific set of public interests or actions under any individual Plan component.]

Deliverables:

- Proposed Vision, Goals and Priorities statement for public review and comment
- Documented feedback system that will facilitate and encourage the regular review and adjustment of the Vision, Goals and Priorities statement in a participatory fashion.

2. Land Use

Objectives:

Designate the proposed typology, distribution, location and inter-relationship of public and private land uses. Identify and relate proposed standards of population density and building intensity to both the capacity of available land and feasible levels of facilities and services.

Base Materials:

Interpretive summary produced during Survey

CPC historical documentation of preceding planning efforts, in particular:

Build-Out Analysis and Future Growth Study (2002)

Defining Village Boundaries & Open Space Preservation Strategies (2004)

Atkins Corner Sustainable Development Master Plan (2002)

Planning the Plan public participation process

GIS Mapping Resources

Tasks:

- a. Generate alternative land use scenarios that assist the community in understanding and making key growth management choices. For example, these alternative scenarios should prompt informed deliberations relating to village center(s) ["What kinds of construction need to be located near existing homes?"], economic development ["Where should certain types of businesses be located?"], and Town facilities and services ["What will be the capital and service costs associated with our choices?"]. The consultant will develop the assumptions upon which the alternative scenarios are based. Town staff will produce maps and other illustrative graphics.

Previous studies and plans consistently envision the pattern of a Town Center with outlying village centers, and intervening open spaces—a settlement pattern that retains and reflects Amherst's own historical development. The 2002 *Build-Out Analysis and Future Growth Study* concluded that: (1) this settlement pattern was still desired by many residents, (2) that it is still possible to retain and approximate this pattern, but (3) Amherst has to act quickly to assure the preservation of this pattern, because time is running out due to heavy development pressures. A clear, consistently implemented community agreement on this point appears to be the greatest challenge and contribution of *Planning Amherst Together*. The 2004 . . . *Defining Village Boundaries* . . . study and the 2002 *Atkins Corner Sustainable Development Master Plan* may offer useful starting points for deliberations and agreement-building in other Village Centers.

- b. Assist the Committee in beginning a community dialogue on "how much vitality do we want in the Center?" leading to an update of the provisions of the 1992 Downtown Action Plan. One aim of this dialogue will be to achieve agreement on the relationship between increased density and increased vitality in the Center.
- c. Utilize the Survey to help the community in identifying how the public interests embodied in this element of the Master Plan can complement or compete with the public interests inherent in the other elements of the Master Plan

Deliverables:

- Recommendations to town including direction for Town staff in reviewing and revising current Land Use map
- Recommendations to town including direction for Town staff in generating a *Land Use Concept Map* that represents the community's mandate for areas of future development, future conservation, and future compromise, based on Survey results
- Produce a strategic Land Use Element that is mindful of and influential to the other elements of the Master Plan, illustrated with maps created by Town staff under consultant/CPC direction
- Devise an inclusive decision-making procedure to resolve or mitigate foreseen or unforeseen conflicts
- Devise a feedback system that will facilitate and encourage the regular review and adjustment of the Land Use element in a participatory fashion.

3. Demographics and Housing

Objective:

Develop a strategy for satisfying forecasted housing needs and objectives through acquisition, public building projects, private development incentives, alternative housing type development and adaptive reuse.

Base Materials:

Amherst's Data Book

Interpretive summary produced during Survey

CPC historical documentation of preceding planning efforts, in particular:

Affordable Housing Plan (2003)

GIS Mapping Resources including U.S. Census Bureau Data

Planning the Plan public participation process

Tasks:

- a. Assess existing demographic data
- b. Participate in Task Force meetings, organized by CPC, with specialized boards, committees, and stakeholders, to discuss strategies, opportunities and conflicts.
- c. Work with Task Force to define needed housing alternatives (clustered housing, affordable housing, increased density in selected areas) as a positive and necessary aspect of the community's character rather than an "instead of/at the expense of" category [for example, "at the expense of saving open space"].
- d. Assist the CPC in outreach, information and discussion efforts to inform the community about needed housing alternatives as a positive, sought-after category of development that is essential to the successful achievement of the rest of the community's land use goals and objectives.

Deliverables:

- Provide a Housing Element that is mindful of and influential to the other elements of the Master Plan. The plan should include any of the following if relevant: direct investment; regulatory modifications; incentives; subsidies, outreach and policies aimed at providing a balance of housing opportunities for all townspeople.
- Devise a feedback system that will facilitate and encourage the regular review and adjustment of the Housing element in a participatory fashion.

4. Economic Development

Objective:

Identify strategies for the expansion or sustainability of the local economic base.

Base Material:

Amherst's Data Book

Interpretive summary produced during Survey

CPC historical documentation of preceding planning efforts, in particular:

Overall Economic Development Plan (1999)

Central Business Access Plan (1994)

Site Inventory for Research/Office/Industrial Parks (1993)

Downtown Action Plan (1992)

GIS Mapping Resources including U.S. Census Bureau Data

Planning the Plan public participation process

Tasks:

- a. Inventory, analyze and describe Amherst's current business base, establishing an updatable database tied to the Town's GIS system. The first focus of this task is to identify Amherst's local businesses, their size, location and other characteristics as well as their contribution to the community in terms of services, goods, jobs, and tax dollars. Of the housing/economic development/open space triad, the economic development element is the least robust in terms of clear community or Town support, mandate-based actions and results.
- b. Participate in a Task Force meeting organized by CPC, with specialized boards, committees, and stakeholders, to discuss the dynamics of Amherst's business base, for example: what kinds of meaningful business growth have occurred in the last two decades, what types or sectors of business show potential for expansion, what current and potential businesses need from their host community.
- c. Assist the CPC in an educational campaign to help the community in understanding Amherst's local economy, the needs and its role in the regional context. This should take place before the Survey is administered.
- d. Participate in a Task Force meeting that discusses the implications, opportunities and constraints of an economy dominated by higher education institutions. What are all the ways that the University and colleges contribute to the local economy? Analyze and report what "spin-off" economic benefits Amherst has received over the last two decades, and what Amherst can plan for and count on from the higher education sector. Are research or office parks a viable objective for Amherst's developable business districts? If the University and colleges have their own needs above and beyond (and sometimes in conflict with) those of the community, what kind of Town engagement with these institutions is most beneficial to the community's interests?
- e. Gather, analyze, and present data for community deliberations, organized by the CPC, that take a comprehensive look at Amherst's current and potential base of tourism (including cultural, historic, environmental, recreational), tourism's potential spin-off benefits, and its potential costs and downsides.
- f. In light of findings from preceding tasks, generate economic base-related assumptions for the alternative scenarios specified in 2.a, above, to be included in the Survey. Illustrate varied combinations of business types, locations, physical attributes, financial costs and revenues to the Town, benefits and drawbacks to town life. Take into account the potential economic roles of the University of Massachusetts, Amherst College, and Hampshire College.

Deliverables:

- Provide an Economic Development Element that is mindful of and influential to the other elements of the Master Plan. The element should evidence the participation and defensible response of the business community as well as the public at large, and include a mechanism for resolving any potential conflicts as they arise.
- Devise a feedback system that will facilitate and encourage the regular review and adjustment of the Economic Development element in a participatory fashion.

5. Natural and Cultural Resources

Objective:

Establish and consolidate plans to protect and manage the Town's natural and cultural resources

Base Materials:

Interpretive summary produced during Survey

CPC historical documentation of preceding planning efforts, in particular:

Amherst Preservation Plan (2004)

Defining Village Boundaries & Open Space Preservation Strategies (2004)

Amherst Open Space & Recreation Plan (2003)

Build-Out Analysis and Future Growth Study (2002)

A Greenway Network for Amherst (1997)

Amherst Farmland Preservation Plan (1987)

GIS Mapping Resources

Planning the Plan public participation process

Tasks:

- a. As directed by the consultant, Town staff will consolidate and augment the inventory of cultural resources identified in the 1989 final report of the Public Arts Planning Committee, [*an Amherst Cultural Resources Plan for a slightly later date*], and the 2004 *Amherst Preservation Plan*. Town staff will map these resources for inclusion in the Town's GIS database. The consultant will incorporate review and consideration of these resources into the Master Plan's community deliberations.
- b. Assess the types and extent of resource areas that have received some sort of protection or conservation to date. Identify the specific natural resource areas and cultural resources that are still vulnerable.
- c. Participate in Task Force meeting, organized by CPC, with specialized boards, committees, and stakeholders, to discuss strategies, opportunities and conflicts regarding farmland preservation, short and long-term economic/planning needs of active farmers, and development pressures. Assist the community in considering and reaching agreement on which remaining 'farmland' areas should: 1) be acquired or otherwise permanently preserved exclusively for farming and related uses, 2) be permitted to be selectively developed for other uses so long as some meaningful percentage of the best and most viable farmland is retained thereby, or 3) be permitted to be developed for other uses. For instance, assist the community to consider whether there are any areas currently in farmland which might over time better serve the community through a change of uses to strengthen the cluster of activities that define a nearby village center. Assist the community in considering possible merits and drawbacks of limited development that accomplishes a combination of development and preservation.
- d. As part of the Master Plan's consideration of the impacts of the University and colleges on town life, study the "virtual" natural and cultural resources of the campuses and other land holdings of the University and colleges and their role/relationship within the framework of the Town's Natural and Cultural resources element. [Note: the CPC's campus liaisons will obtain, and Town staff will map, the resources to be considered.]

- e. Explain and illustrate Amherst's natural and cultural resources in their regional context. [Note: the CPC will obtain regional information from the Pioneer Valley Planning Commission, and Town staff will map the resources to be considered.]

Deliverables:

- Based upon documented agreement regarding townspeople's desired future for Amherst's natural and cultural resources and the results of the above tasks, recommend specific action steps toward that future, making revisions as directed by the CPC.
- Provide a Natural and Cultural Resources Management Element that is mindful of and influential to the other elements of the Master Plan. The element should evidence the participation and defensible response of the business community as well as the public at large, and include a mechanism for resolving any potential conflicts as they arise.
- Devise a feedback system that will facilitate and encourage the regular review and adjustment of the Natural and Cultural Resources element in a participatory fashion.

6. Open Space and Recreation

Objectives:

Develop and integrate Open Space and Recreation policies and strategies as part of the Master Plan.

Base Material:

Interpretive summary produced during Survey

CPC historical documentation of preceding planning efforts, in particular:

Defining Village Boundaries & Open Space Preservation Strategies (2004)

Amherst Open Space & Recreation Plan (2003)

Build-Out Analysis and Future Growth Study (2002)

A Greenway Network for Amherst (1997)

Amherst Farmland Preservation Plan (1987)

GIS Mapping Resources

Planning the Plan public participation process

Tasks:

- a. Explain and illustrate the regional context of Amherst's open space and recreation resources. [Note: the CPC will obtain regional information from the Pioneer Valley Planning Commission, and Town staff will map the resources to be considered.]
- b. Incorporate into the Master Plan deliberations the findings and recommendations of the fall 2005 draft *Open Space & Recreation Plan* for Amherst.
- c. Participate in a Task Force meeting organized by CPC, with specialized boards, committees, and stakeholders, to discuss the priorities of the public as evidenced by the Survey and to draft a timeline for meeting agreed-on conservation/open space and recreation needs. [Amherst's 2005 Open Space and Recreation Plan provides a good inventory of open space and recreation resources. It is noteworthy that the Town has had some draft Open Space and Recreation Plans, but Amherst has never had an OS&R Plan that was approved by both local officials and the regional/state reviewing agencies. The 2003 OS&R Plan

text and E.O. 418 project GIS maps describe the community's existing strategic goals and objectives for conservation and recreation, and include priority properties for acquisition or expansion for open space, trails, parks, urban open space, and active recreation areas.]

- d. Propose standards and priorities for open space acquisition, protection, and management.
- e. As part of the Master Plan's consideration of the impacts of the University and colleges on town life, study the open space and recreation resources of the campuses and other land holdings of the University and colleges and their role/relationship within the framework of the Master Plan's Open Space and Recreation element. [Note: the CPC's campus liaisons will obtain, and Town staff will map, the resources to be considered.]

Deliverables:

- Propose specific action steps toward the desired future of Amherst's open space and recreation resources.
- Provide an Open Space and Recreation Element that is mindful of and influential to the other elements of the Master Plan. This element should integrate recently completed plans with the general goals and strategies of the Master Plan.
- Devise a feedback system that will facilitate and encourage the regular review and adjustment of the Open Space and Recreation element in a participatory fashion.

7. Town Services and Facilities

Objectives:

Forecast and plan for Town services and facilities as part of the Master Plan.

Base Material:

Interpretive summary produced during Survey

CPC historical documentation of preceding planning efforts, in particular:

Sewer Extension Master Plan (2004)

Build-Out Analysis and Future Growth Study (2002)

Overall Economic Development Plan (1999)

Site Inventory for Research/Office/Industrial Parks (1993)

GIS Mapping Resources

Planning the Plan public participation process

Tasks:

- a. Analyze historical trends and develop projections based on the other elements of the Master Plan. Incorporate into this assessment some examples of decisions that created different kinds of financial ripple effects – in terms of both costs and revenues, and what those effects were.
- b. Participate in a Task Force meeting organized by CPC, with specialized boards, committees, and stakeholders, to discuss the priorities of the public as evidenced by the Survey as well as the economic impact of projected services and facilities.
- c. Assist the CPC in communicating the impact of the Master Plan's elements on the Town's finances to the public. What is it going to cost to provide the public land, facilities, infrastructure, and services (including Town employees) required to accomplish the goals and recommended actions of other elements?

- d. Review and refine the findings and recommendations of other elements as appropriate in light of the findings and recommendations of this element.
- e. As directed by the consultant, Town staff will generate and revise a GIS-based map of current and projected services and facilities.

Deliverables:

- Provide a Town Services and Facilities Element that is mindful of and influential to the other elements of the Master Plan. This element should integrate the recently completed plan with the general goals and strategies of the Master Plan.
- Devise a feedback system that will facilitate and encourage the regular review and adjustment of the Town Services and Facilities element in a participatory fashion.

8. Transportation and Circulation

Objective:

Develop transportation/circulation policies and strategies as part of the Master Plan.

Base Material:

Interpretive summary produced during Survey

CPC historical documentation of preceding planning efforts, in particular:

University Drive Corridor Study (2003)

Atkins Corner Sustainable Development Master Plan (2002)

Build-Out Analysis and Future Growth Study (2002)

A Greenway Network for Amherst (1997)

Town Center Parking Report (1996)

Central Business Access Plan (1994)

Downtown Action Plan (1992)

Comprehensive Plan by Charles Downe (1969)

GIS Mapping Resources including DPW's pavement management system

Planning the Plan public participation process

Tasks:

- a. Update the 1969 Downe Plan's inventory and map of roadways, sidewalks and trails, bike paths, and public transit routes. [The 1969 Downe Plan provides a good inventory of roadways, their mileage and classifications for its time. The '69 Plan highlighted the need for improvements to serve the Town Center, and much work and discussion have followed in that regard; see, for example, the 1992 *Downtown Action Plan*. Trails and bike paths have received much attention since 1969, most notably in the 1997 study *A Greenway Network for Amherst*. The 2003 *University Drive Corridor Study* and the 2002 *Atkins Corner Village Plan* are good examples of transportation and circulation studies and plans taking place in the context of what the community wants those places to be like.] Town staff will generate and revise GIS map(s) of the current system. The consultant will produce the written inventory and assessment of the system.
- b. Incorporate into this element the trails and other circulation-related goals and actions of the Open Space and Recreation element.
- c. Explain and illustrate the regional context of Amherst's transportation and circulation systems.

- d. Participate in a Task Force meeting organized by CPC, with specialized boards, committees, and stakeholders, to assist the community in matching Amherst's transportation & circulation system with the desired pattern of land uses identified in the Land Use Element. Include consideration of how transportation-related decisions support or detract from the environment and community life desired by townspeople.
- e. Identify and document traffic assessment and mitigation standards and priorities that the community can use to shape future roadway and intersection improvements, and to guide plans for future development and redevelopment.
- f. As directed by the consultant, Town staff will generate and revise GIS map(s) and other illustrative graphic materials regarding Amherst's desired future transportation and circulation system.

Deliverables:

- Provide a Transportation and Circulation Element that is mindful of and influential to the other elements of the Master Plan. This element should be integrated with the general goals and strategies of the Master Plan.
- Devise a feedback system that will facilitate and encourage the regular review and adjustment of the Transportation and Circulation element in a participatory fashion.

9. Implementation

Objective:

Provide a Master Plan and process that can serve as a concise and mandatory reference for use in functioning by all town departments, all town committees, boards and commissions as well as during annual planning and development of the operating and capital budgets. Annual reports by each board, committee & commission would require a statement as to how their previous year's work advanced the implementation of the Master Plan.

Tasks:

- a. Outline action steps recommended by other elements, with a target timeline, and a listing of which Town entities shall oversee each task. List potential sources of support [both financial and person-power].
- b. Participate in a Task Force meeting organized by CPC, with specialized boards, committees, and stakeholders, to determine and refine target timeline(s) and outline of potential resources according to input received.
- c. Identify and develop specific procedures for resolving conflicts or political impasses concerning competing public interests under the Plan, enabling decisions and needed action to be made in a responsible and timely fashion.
- d. Taking into account the town's priority needs and potential sources of funding, recommend a sequenced list of more detailed studies and projects that need to be undertaken.
- e. Include in this element a schedule and procedures for integrating the feedback, review and updating of the individual elements to the Master Plan over time, so that it will continue to serve as a useful guidance tool based on documented community agreement.

Deliverables:

- A Master Plan and a process that can be used as concise and mandatory reference for use in functioning by all town departments, all town committees, boards and commissions as well as during annual planning and development of the operating and capital budgets.

V. Fee and Schedule for Consultant Services

It should be noted that printing and mailing expenses will not be the responsibility of the Consultant. Town staff will also provide major GIS analysis and mapping support over the course of the Master Plan process.

The Consultant fee for this project shall not exceed \$200,000, of which \$65,000 has already been appropriated by Town Meeting for FY '06, \$85,000 is allocated in FY '07's capital budget and the final \$50,000 proposed to be included in the FY '08 capital budget. The Town anticipates continued funding in subsequent years in order to meet the deadline resulting from the August 2004 decision by the Massachusetts Supreme Judicial Court (*Zuckerman v. Town of Hadley*). However, if Town Meeting does not appropriate subsequent funding, the Town reserves the right to terminate the contract. Assuming Notice to Proceed by March 15, 2006, the Consultant's proposed services shall be clearly tied to a schedule for completion by April, 2009.

The Consultant's price proposal shall include a summary of the services proposed for completion by June 30, 2006. The price proposal shall also state and explain the proportion of total fees allocated to the Public Participation component [IV.A, above] and each element of the Master Planning component [IV.B., 1 – 9, above]. See Attachment E – Price Proposal Form. Payment for consulting services shall be made monthly based on progress reports submitted by the consultant and shall be 35% for year 1, 35% for year 2, 20% for year three with 10% due upon satisfactory completion of the project.

VI. Consultant Selection Process and Evaluation Criteria

To qualify for selection all proposals must be received by the submission deadline and include all the information specified in Section V - Submission Requirements. All proposals will be reviewed in accordance with MGL Chapter 30B by the Selection Sub-Committee of the Comprehensive Planning Committee and final selection will be based upon an evaluation and analysis of the information and materials required under the Request for Proposal. Proposals that meet the minimum criteria will be reviewed for responses to the comparative evaluation criteria. The Selection Sub-Committee will assign a rating of Highly Advantageous, Advantageous, or Not Advantageous to each comparative evaluation criteria.

Interviews may be required of a short list of consultants who submit acceptable proposals with relatively high rankings. Consultants to be interviewed will be provided advance notice of at least five (5) working days.

The evaluation process will include each proposal being reviewed by the Selection Sub-Committee of the Comprehensive Planning Committee. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and responsible (those with

the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The minimum criteria used for consultant evaluation are the following:

- Project manager must have professional certification in either planning (AICP), architecture and urban design (AIA), landscape architecture (ASLA)
- 5 years experience and technical skills, resources, and successful experience with town planning, project management, social sciences, economic analysis and planning, public outreach and communication
- 5 years experience with successful completion of community surveys
- 3 years experience with technical skills and resources for the successful implementation of GIS and other information technology to planning projects

The committee will use the comparative criterion for each separate rating area, and based upon those criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each of the five (5) criteria contain ratings of

Highly Advantageous
Advantageous
Not Advantageous

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town's needs, taking into account proposal quality and proposal price.

A. References

Provide a list of at least five (5) references of which some are preferably municipal governmental entities in Massachusetts that can be contacted during the RFP process. If proponent has no Massachusetts experience, they must have demonstrated ability to successfully operate in a multitude of states with different planning enabling legislations. All references must be clients for whom the proponent has provided services similar to those outlined in this RFP. Include the reference name, contact person, his/her title, address, phone number, and email address if available.

Highly Advantageous: more than five (5) or more relevant and positive references; at least three (3) municipal government agency in Massachusetts; reference information is complete.

Advantageous: Five (5) relevant and positive references; at least one (1) municipal government agencies in Massachusetts; reference information is complete.

Not Advantageous: less than five (5) relevant and positive references; no government agencies in Massachusetts; less than two (2) clients with relevant services; contact information incomplete.

B. Related Experience

Highly Advantageous: proponent has more than 15 years of experience with developing, conducting, managing, and timely completion of public participation planning processes in communities of similar size and character to Amherst, including those that have colleges and universities with diverse and hard-to-engage populations.

Advantageous: proponent has 10 or more years of experience with developing, conducting, managing, and timely completion of public participation planning processes in communities of similar size and character to Amherst, including those that have colleges and universities with diverse and hard-to-engage populations.

Not Advantageous: proponent has 5 years of similar experience.

C. Response to Scope of Services

Highly Advantageous: Proposal is thorough, and well written with clear and illustrative graphics, appears consistent with project intent, and responds to needs expressed by the Town in all areas. Proposal demonstrates the effectiveness of the proponent's presentation and communication skills.

Advantageous: Proposal is adequate, appears consistent with project intent and responds to needs expressed by the Town in most areas. Written and graphic materials are adequate but unexceptional.

Not Advantageous: Proposal is incomplete, vague or poorly written with inadequate or inappropriate graphic content. Town is unable to determine if the proposal is consistent with expressed needs or project intent.

D. Interview

Highly advantageous: Consultant and/or consultant team demonstrates excellent presentation and communication skills of the kind necessary to successfully complete the project.

Advantageous: Consultant and/or consultant team demonstrates adequate presentation and communications skills necessary to complete the project.

Not Advantageous: Consultant and/or consultant team does not demonstrate presentation and communication skills necessary to complete the project.

E. Ability to Complete on Time

Highly Advantageous: Proposal is clear about how the proponent will work with community volunteers and staff to achieve a successful project by the contracted deadline. References consistently confirm that the proponent has completed complex community planning projects on time.

Advantageous: Proposal is less than clear about how the proponent will work with community volunteers and staff to complete a successful project by the contracted deadline. References report that the proponent has not completed all complex community planning projects on time.

Not Advantageous: Proposal is unclear about how the proponent will work with community volunteers and staff to complete a successful project by the contracted deadline. References report that the proponent has a pattern of failing to complete complex community planning projects on time.

VII. Submission Requirements

A. Procedures

1. Two separate sealed envelopes, one containing an original and six (6) copies of the non-price technical proposal marked "Non Price Proposal", and one containing an original and one copy of the price proposal marked "Price Proposal" – must be received in the Planning Department, Town Hall, 4 Boltwood Ave., Amherst, MA 01002, by 1:00 p.m. Friday, February 10, 2006. It is the sole responsibility of the proponent to insure that the proposal arrives on time and at the designated place.
2. MGL Chapter 30B requires that price proposals must be separate from technical proposals. No reference to the actual price proposal shall be contained in any portion of the non-price proposal. Failure to adhere to this requirement will result in disqualification. The Chief Procurement Officer is the only person that sees the price proposals and makes the final comparisons of price versus qualifications. The Price proposal may be submitted in the form of the proponent's choice, but it must have a total cost summary to fully inform the Town of the complete cost of this project; including any foreseeable additional charges.
3. All words, signatures and figures submitted in the response shall be in ink. All proposals shall be binding upon the proponent for a minimum of thirty days.

B. Standard Contract

Proponents must be willing to sign, substantially as provided herein, the attached Standard Contract of the Town of Amherst [Attachment A].

C. Non-Collusion and Tax Certification

Each proponent must certify that the proposal is made in good faith and without collusion or fraud and that all state taxes are paid and state tax returns are filed [see Standard Contract – and Attachments B & C].

D. Plan of Services

Plan of Services must include the following:

1. A Work Plan proposal paralleling the scope of services in Section IV.
2. A Time Line for the completion of the elements in the Work Plan. Indicate start and completion dates in the Time Line. Indicate dates where key milestones or meetings will occur. Delineate the services to be performed by April, 2009, assuming Notice to Proceed by March 15, 2006.
3. A Statement of Qualifications, including the following:
 - a. details of experience, education and qualifications;
 - b. identification of person(s) who will be assigned to this project and the amount of time each will be expected to devote to the project;
 - c. detailed description of related work performed by the consultant and relevant personnel during the past five years;
 - d. work samples in both written and graphic form;

e. names, address and phone numbers of references with experience working with the consultant(s) on similar projects.

4. A Statement of Acceptance of the maximum project fee of \$200,000.

5. A Non-Collusion and Tax Certification [See Attachments B & C]

VIII. Other

- Reports and materials prepared by the consultant are public documents and shall not be copyrighted.
- All proposals, reports and materials become the property of the Town of Amherst.
- The Town of Amherst reserves the right to reject any and all proposals.

IX. Contact Information

For questions or additional information, please direct all inquiries to:

Niels la Cour, Senior Planner,
Amherst Planning Department
4 Boltwood Avenue
Amherst, MA 01002.

Tel: (413) 259-3040
Fax: (413) 256-4041
Email: lacourn@amherstma.gov

ATTACHMENT A

TOWN OF AMHERST

CONTRACT & GENERAL CONDITIONS

- - -

Date: _____, 20 ____.

This contract is entered into on, or as of, this date by and between the Town of Amherst [the "Town"], and

["Contractor"]

[Address of the Contractor]

Telephone Number

FAX Number

1. This is a contract for the procurement of the following:

2. The contract price to be paid to the Contractor by the Town of Amherst is:

3. Payment will be made as follows:

4. Definitions:

- 4.1 Acceptance: All contracts require proper acceptance of the described goods or services by the Town of Amherst. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the contract.
- 4.2 Contract Documents: All documents relative to the contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, including Prevailing Wage Requirements, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the contract.
- 4.3 The Contractor: The "other party" to any contract with the Town. This term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular contract. Use of the term "contractor" shall be understood to refer to any other such label used.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with contract documents, as modified by Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies, or Materials.
- 4.6 Subcontractor: Those having a direct contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This contract shall be fully performed by the Contractor on or before _____, 20 _____, unless extended pursuant to a provision for extension contained in the contract documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the contract documents are of the essence of the contract.

6. Subject to Appropriation:

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the contract shall be secured and paid for by the Contractor.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Amherst shall have all the rights and remedies provided in the contract documents, the right to cancel, terminate, or suspend the contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance, and the right select among the remedies available to it by all of the above.

9. Statutory Compliance:

9.1. This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B: - Procurement of Goods and Services.

General Laws Chapter 30 Sec. 39, et seq: - Public Works Contracts.

General Laws Chapter 149, Sec. 44A, et seq: - Public Buildings Contracts.

9.2. Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

9.3. The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

9.4. The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of Amherst, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

10. Conflict of Interest:

Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this contract; and by executing the contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

11. Certification of Tax Compliance:

This contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Sec. 49A, (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Discrimination:

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination,) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

13. Assignment:

Assignment of this contract is prohibited, unless assignment is provided for expressly in the contract documents.

14. Condition of Enforceability against the Town:

This contract is only binding upon, and enforceable against, the Town if: (1) the contract is signed by the Town Manager or its designee; and (2) endorsed with approval by the

Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

15. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the contract is executed by the Contractor. This contract shall not be enforceable against the Town of Amherst unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 1-C of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Ch. 181, Sections 3 & 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

16. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Amherst shall be individually or personally liable on any obligation of the Town under this contract.

17. Notices:

Any notice permitted or required under the provisions of this contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the contract, and to the Town of Amherst by being sent to the Town Manager, Town Hall, Amherst, Massachusetts 01002.

18. Binding on Successors:

This contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

19. Complete Contract:

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

20. Contract Type Supplements:

The foregoing provisions apply to all contracts to which the Town of Amherst shall be a party. One of the following "Supplements" must be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the contract requires. The Supplement contains additional terms governing the the contract:

☐ GOODS

SUPPLEMENT "G" - Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B).

☐ SERVICES

SUPPLEMENT "S" - Applicable to Contracts for the procurement of Services (governed by the provisions of General Laws Chapter 30B).

☐ CONSTRUCTION

SUPPLEMENT "C" - Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works (governed by the provisions of General Laws Chapter 30B);

(2) Public Buildings (governed by the provisions of General Laws Chapter 149, Sec. 44A, et seq.); and

(3) Public Works (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.).

SUPPLEMENT "S"

1. This form supplements the Town of Amherst, "Contract and General Conditions," and applies only to contracts for the procurement of services.
2. "Services" shall mean the furnishing of labor, time, or effort by the contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.
3. Change Orders:

Change orders may not increase the quantity of services by more than Twenty Five (25%) per cent, in compliance with General Laws Chapter 30B, Sec. 13.
4. Minimum Wage / Prevailing Wage:

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 to 27D (Prevailing Wage), as shall be in force and as amended.
5. Indemnification:

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.
6. The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

- 6.1. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 6.2. In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 6.3. The obligations of the Contractor under this paragraph shall not extend to the liability of the Town, its agents or employees, arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.
- 6.4. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

Dated: _____

Town Manager
Chief Procurement Officer

Town Accountant
Certified as to Appropriation

Town Counsel
Certified as to Form

The Contractor
(Authority or Agent)

ATTACHMENT B

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law chapter 62C, sec 49A, I hereby certify under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security or Federal I.D. number Signature: Individual or Corporate Officer

Date

PLEASE PRINT

Corporate Name: _____

Address: _____

City, State, Zip Code: _____

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

ATTACHMENT D

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

(Name) (Officer)

of this company, be appointed and is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by said officer, under seal of the company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____
(Clerk)

Place of Business: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the _____

that _____ is the duly elected _____

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk) (Corporate Seal)

ATTACHMENT E
TOWN OF AMHERST, MA
MASTER PLAN
PRICE PROPOSAL FORM

Budget Breakdown by Year (To be paid monthly based on progress report)

Year 1(35%): _____

Year 2(35%): _____

Year 3(20%): _____

Retained (10%): _____

Budget Breakdown by Task

Outreach and Public Participation Process

1. Survey of the Community: _____

2. Other Community Outreach: _____

Master Planning that Builds & Documents Agreement

1. Overarching Vision, Goals, and Priorities: _____

2. Land Use: _____

3. Demographics and Housing: _____

4. Economic Development: _____

5. Natural and Cultural Resources: _____

6. Open Space and Recreation: _____

7. Town Services and Facilities: _____

8. Transportation and Circulation: _____

9. Implementation: _____

Total: _____